



100 S. Fourth Street, Suite 1000, St. Louis, MO 63102-1825 • 314.889.8000

September 27, 2018

William P. Hoffman

(314) 889-7018
(314) 231-1776 Fax
whoffman@polsinelli.com

Mike Constantino
Illinois Department of Public Health
525 West Jefferson Street, Second Floor
Springfield, IL 62761

Re: Dialyze Direct

Dear Mr. Constantino:

Enclosed please find an Application for Exception Permit for a 9 –station dialysis facility located in Shelbyville, including a check for \$2,500 made out to the Illinois Department of Public Health. We plan to send copies of the certifications with original signatures early next week.

Thank you and please feel to reach out with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'William P. Hoffman', with a long horizontal flourish extending to the right.

William P. Hoffman

WPH:rh
Enclosure

E-054-18

[ORIGINAL]

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 09/2018 EditionILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR CHANGE OF OWNERSHIP EXEMPTION

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

RECEIVED

This Section must be completed for all projects.

SEP 28 2018

Facility/Project Identification

Facility Name: Dialyze Direct <i>FKA Shelbyville Community Dialysis</i>	HEALTH FACILITIES & SERVICES REVIEW BOARD
Street Address: 410 S. Heinlein Drive	
City and Zip Code: Shelbyville, IL 62565-7800	
County: Shelby	Health Service Area: 4 Health Planning Area: N/A

Legislators

State Senator Name: Chapin Rose
State Representative Name: Brad Halbrook

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Dialyze Direct IL, LLC
Street Address: 4714 16 th Ave
City and Zip Code: Brooklyn, NY 11204
Name of Registered Agent: VCorp Agent Services, Inc.
Registered Agent Street Address: 2920 W. Coyle Ave
Registered Agent City and Zip Code: Chicago, IL 60645
Name of Chief Executive Officer: Henry Kaufheil
CEO Street Address: 4714 16 th Ave
CEO City and Zip Code: Brooklyn, NY 11204
CEO Telephone Number: 718-506-1734

Type of Ownership of Applicants

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership	
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other

☐ Corporations and limited liability companies must provide an Illinois certificate of good standing.
☐ Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: William Hoffman
Title: Attorney
Company Name: Polsinelli
Address: 100 S. Fourth Street, Suite 1000, St. Louis, MO 63102
Telephone Number: 314.889.7018
E-mail Address: whoffman@polsinelli.com
Fax Number:

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR CHANGE OF OWNERSHIP EXEMPTION**

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: Dialyze Direct			
Street Address: 410 S. Heinlein Drive			
City and Zip Code: Shelbyville, IL 62565-7800			
County: Shelby	Health Service Area: 4	Health Planning Area: N/A	

Legislators

State Senator Name: Chapin Rose
State Representative Name: Brad Halbrook

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name: Dialyze Holdings LLC
Street Address: 4714 16 th Ave
City and Zip Code: Brooklyn, NY 11204
Name of Registered Agent: VCorp Agent Services, Inc.
Registered Agent Street Address: 2920 W. Coyle Ave
Registered Agent City and Zip Code: Chicago, IL 60645
Name of Chief Executive Officer: Henry Kauftheil
CEO Street Address: 4714 16 th Ave
CEO City and Zip Code: Brooklyn, NY 11204
CEO Telephone Number: 718-506-1734

Type of Ownership of Applicants

- | | |
|---|---|
| <input type="checkbox"/> Non-profit Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Governmental |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other |

- o Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
- o Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact [Person to receive ALL correspondence or inquiries]

Name: William Hoffman
Title: Attorney
Company Name: Polsinelli
Address: 100 S. Fourth Street, Suite 1000, St. Louis, MO 63102
Telephone Number: 314.889.7018
E-mail Address: whoffman@polsinelli.com
Fax Number:

Additional Contact [Person who is also authorized to discuss the Application]

Name: Jonathan Paull
Title: General Counsel
Company Name: Dialyze Direct
Address: 4714 16 th Ave, Brooklyn, NY 11204
Telephone Number: 718-506-1734
E-mail Address: jonathan@dialyzedirect.com
Fax Number: 732-806-8363

Post Exemption Contact

[Person to receive all correspondence subsequent to exemption issuance-**THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960**]

Name: Jonathan Paull
Title: General Counsel
Company Name: Dialyze Direct
Address: 4714 16th Ave, Brooklyn, NY 11204
Telephone Number: 718-506-1734
E-mail Address: jonathan@dialyzedirect.com
Fax Number: 732-806-8363

Site Ownership after the Project is Complete

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: John D. Hodel and Linda M. Hodel
Address of Site Owner: 1205 High Street, Roanoke, IL 61561
Street Address or Legal Description of the Site: 410 S. Heinlein Drive, Shelbyville, IL 62565
Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.
APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee after the Project is Complete

[Provide this information for each applicable facility and insert after this page.]

Exact Legal Name: Dialyze Direct IL, LLC		
Address: 410 S. Heinlein Drive, Shelbyville, IL 62565		
<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership	
<input type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other
<ul style="list-style-type: none">o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		
APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.		

APPLICATION FOR CHANGE OF OWNERSHIP EXEMPTION

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

Organizational Relationships

Provide (for each applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Narrative Description

In the space below, provide a brief narrative description of the change of ownership. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does **NOT** have a street address, include a legal description of the site.

The applicants seek authority from the Illinois Health Facilities and Services Review Board ("HFSRB") for a Change of Shelbyville Community Dialysis, which is an approved 9-station dialysis facility located at 410 S. Heinlein, Drive, Shelbyville, IL. Post-closing the name of the dialysis facility will be Dialyze Direct.

Related Project Costs

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

Land acquisition is related to project ☐ Yes ☒ No
Purchase Price: \$ _____
Fair Market Value: \$ _____

Project Status and Completion Schedules

Outstanding Permits: Does the facility have any projects for which the State Board issued a permit that is not complete? Yes ___ No X. If yes, indicate the projects by project number and whether the project will be complete when the exemption that is the subject of this application is complete.

Anticipated exemption completion date (refer to Part 1130.570): December 31, 2018

State Agency Submittals

Are the following submittals up to date as applicable:

- ☐ Cancer Registry
☐ APORS
☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
☒ All reports regarding outstanding permits

Failure to be up to date with these requirements will result in the Application being deemed incomplete.

CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Dialyze Holdings, LLC

In accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the fee required for this application is sent herewith or will be paid upon request.

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

PRINTED TITLE

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this 27 day of SEPTEMBER 2018

Notarization:

Subscribed and sworn to before me
this ____ day of ____

Signature of Notary

Signature of Notary

Seal

Sworn to and subscribed
before me this

27 day of SEP, 2018

*Insert the EXACT legal name of the applicant

CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

- o In the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manager or member when two or more managers or members do not exist);
- o In the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application is filed on the behalf of Dialyze Direct IL, LLC *

In accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the fee required for this application is sent herewith or will be paid upon request.

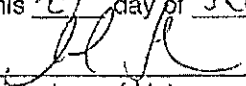

SIGNATURE

By: Dialyze Holdings, LLC, its Sole Managing Member

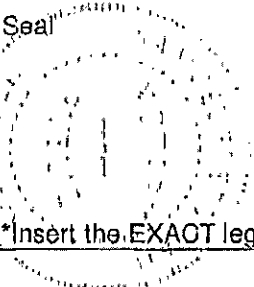
By:
Title:

Notarization:

Subscribed and sworn to before me
this 27 day of SEPTEMBER 2018


Signature of Notary

Seal



Sworn to and subscribed
before me this
27 day of SEPT. 2018



*Insert the EXACT legal name of the applicant

SECTION II. BACKGROUND.

BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
4. If, during a given calendar year, an applicant submits more than one Application, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

APPEND DOCUMENTATION AS ATTACHMENT 5, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 5.

SECTION III. CHANGE OF OWNERSHIP (CHOW)

Transaction Type. Check the Following that Applies to the Transaction:

- ☒ Purchase resulting in the issuance of a license to an entity different from current licensee. *operative* *CW 4/18/19*
- ☐ Lease resulting in the issuance of a license to an entity different from current licensee.
- ☐ Stock transfer resulting in the issuance of a license to a different entity from current licensee.
- ☐ Stock transfer resulting in no change from current licensee.
- ☐ Assignment or transfer of assets resulting in the issuance of a license to an entity different from the current licensee.
- ☐ Assignment or transfer of assets not resulting in the issuance of a license to an entity different from the current licensee.
- ☐ Change in membership or sponsorship of a not-for-profit corporation that is the licensed entity.
- ☐ Change of 50% or more of the voting members of a not-for-profit corporation's board of directors that controls a health care facility's operations, license, certification or physical plant and assets.
- ☐ Change in the sponsorship or control of the person who is licensed, certified or owns the physical plant and assets of a governmental health care facility.
- ☐ Sale or transfer of the physical plant and related assets of a health care facility not resulting in a change of current licensee.
- ☐ Change of ownership among related persons resulting in a license being issued to an entity different from the current licensee
- ☐ Change of ownership among related persons that does not result in a license being issued to an entity different from the current licensee.
- ☐ Any other transaction that results in a person obtaining control of a health care facility's operation or physical plant and assets and explain in "Narrative Description."

1130.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility

1. Prior to acquiring or entering into a contract to acquire an existing health care facility, a person shall submit an application for exemption to HFSRB, submit the required application-processing fee (see Section 1130.230) and receive approval from HFSRB.
2. If the transaction is not completed according to the key terms submitted in the exemption application, a new application is required.
3. READ the applicable review criteria outlined below and **submit the required documentation (key terms) for the criteria:**

APPLICABLE REVIEW CRITERIA	CHOW
1130.520(b)(1)(A) - Names of the parties	X
1130.520(b)(1)(B) - Background of the parties, which shall include proof that the applicant is fit, willing, able, and has the qualifications, background and character to adequately provide a proper standard of health service for the community by certifying that no adverse action has been taken against the applicant by the federal government, licensing or certifying bodies, or any other agency of the State of Illinois against any health care facility owned or operated by the applicant, directly or indirectly, within three years preceding the filing of the application.	X
1130.520(b)(1)(C) - Structure of the transaction	X
1130.520(b)(1)(D) - Name of the person who will be licensed or certified entity after the transaction	
1130.520(b)(1)(E) - List of the ownership or membership interests in such licensed or certified entity both prior to and after the transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons.	X
1130.520(b)(1)(F) - Fair market value of assets to be transferred.	X
1130.520(b)(1)(G) - The purchase price or other forms of consideration to be provided for those assets. [20 ILCS 3960/8.5(a)]	X
1130.520(b)(2) - Affirmation that any projects for which permits have been issued have been completed or will be completed or altered in accordance with the provisions of this Section	X
1130.520(b)(3) - If the ownership change is for a hospital, affirmation that the facility will not adopt a more restrictive charity care policy than the policy that was in effect one year prior to the transaction. The hospital must provide affirmation that the compliant charity care policy will remain in effect for a two-year period following the change of ownership transaction	X
1130.520(b)(4) - A statement as to the anticipated benefits of the proposed changes in ownership to the community	X

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
CHANGE OF OWNERSHIP APPLICATION FOR EXEMPTION- 09/2018 Edition

1130.520(b)(5) - The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change in ownership;	X
1130.520(b)(6) - A description of the facility's quality improvement program mechanism that will be utilized to assure quality control;	X
1130.520(b)(7) - A description of the selection process that the acquiring entity will use to select the facility's governing body;	X
1130.520(b)(8) - A statement that the applicant has prepared a written response addressing the review criteria contained in 77 Ill. Adm. Code 1110.240 and that the response is available for public review on the premises of the health care facility	X
1130.520(b)(9)- A description or summary of any proposed changes to the scope of services or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition.	X

APPEND DOCUMENTATION AS ATTACHMENT 6, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION IV.CHARITY CARE INFORMATION

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three audited fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer (20 ILCS 3960/3). Charity Care must be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 7.

CHARITY CARE			
	Year	Year	Year
Net Patient Revenue			
Amount of Charity Care (charges)			
Cost of Charity Care			

APPEND DOCUMENTATION AS ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Section I, Identification, General Information, and Certification
Applicants

Certificates of Good Standing for Dialyze Holdings, LLC and Dialyze Direct IL, LLC (collectively, the "Applicants") is attached at Attachment – 1. Dialyze Direct IL, LLC will be the operator of Dialyze Direct. Dialyze Direct is a trade name of Dialyze Direct IL, LLC and is not separately organized. As the person with final control over the operator, Dialyze Direct, LLC is named as an applicant for this CON application. Dialyze Holdings, LLC does not do business in the State of Illinois. A Certificate of Good Standing for Dialyze Holdings, LLC from the state of its incorporation, Delaware, is attached.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

DIALYZE DIRECT IL, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON SEPTEMBER 29, 2017, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 26TH
day of SEPTEMBER A.D. 2018 .***

Jesse White

SECRETARY OF STATE

Authentication #: 1826900456 verifiable until 09/26/2019

Authenticate at: <http://www.cyberdriveillinois.com>

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DIALYZE HOLDINGS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SIXTH DAY OF SEPTEMBER, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



5710915 8300

SR# 20186846312

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203495825

Date: 09-26-18

Section I, Identification, General Information, and Certification
Site Ownership

There is no change in site ownership. Enclosed is the office lease agreement at Attachment – 2.

ASSIGNMENT OF LEASE

The undersigned, SCCS ENTERPRISES, INC., hereby assigns, transfers and sets over to JOHN D. HODEL and LINDA M. HODEL, all interest of the landlord in the present Lease Agreement between SCCS Enterprises, Inc. and Renal Therapies, L.L.C. d/b/a Shelbyville Community Dialysis, dated May 1, 2008 for the property located at 410 S. Heinlein Drive, Shelbyville, Illinois.

Dated effective the 5th day of January, 2013.

ASSIGNOR

ASSIGNEES

SCCS ENTERPRISES, INC.

By: *Richard W. Hodel*

John D. Hodel
John D. Hodel

Linda M. Hodel
Linda M. Hodel

LEASE AGREEMENT
Between
SCCS Enterprises, Inc
And
SHELBYVILLE COMMUNITY DIALYSIS

THIS LEASE AGREEMENT ("LEASE") is made and entered into on the last date written below, by and between SCCS Enterprises, as the owner (hereinafter referred to as "SCCS") and RENAL THERAPIES, LLC, an Illinois Limited Liability Company doing business as SHELBYVILLE COMMUNITY DIALYSIS, as the lessee (hereinafter referred to as ("SCD"))

RECITALS:

- A. SCD desires to lease space from SCCS for the purpose of operating a Hemodialysis Satellite unit at 410 S. Heinlein Drive, Shelbyville, Illinois ("SATELLITE") in order to provide outpatient end stage renal disease services to patients' in the Shelbyville, Illinois area.
- B. SCCS desires to lease space to SCD for such purpose.
- C. The parties agree to lease the space set forth below pursuant to the terms and conditions of this LEASE, and to execute the LEASE simultaneously with such contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in reliance upon the recitals set forth above and incorporated herein by reference, the parties hereto, intending to be legally bound, agree as follows:

I. PREMISES.

- 1.1 Leases Premises. SCCS hereby agrees to lease to SCD, and SCD hereby agrees to lease from SCCS, upon the terms and conditions expressed in this LEASE, the real estate commonly known as 410 S. Heinlein Drive, Shelbyville, consisting of 4,157 square feet (hereinafter referred to as the "LEASED PREMISES"), and all rights, easements, and appurtenances in the LEASED PREMISES and the real estate upon which it is situated, and all adjoining and adjacent land, paved areas, roads, streets, lanes, whether public or private, to the extent SCCS has an interest thereon on the effective date of this LEASE, reasonably required for access to the LEASED PREMISES.

II. TERM.

- 2.1 The term of this LEASE shall be for five (5) years commencing on the 1st day of May, 2008, and shall automatically renew under like terms for periods of three (3) years thereafter, unless SCD gives SCCS written notice of its intent not to renew this AGREEMENT at least ninety (90) days prior to the expiration of the initial term, or the then-existing renewal period, subject, however, to termination under Section 16.1 herein, provided that this AGREEMENT may not automatically renew for more than three consecutive renewal periods unless agreed to by SCCS.

III. RENT.

- 3.1 Pursuant to Section 3.2, SCD shall pay SCCS, at the address set forth in Section 17.4 or such other place as SCCS shall designate from time to time in writing, a monthly rent ("RENT") for the LEASED PREMISES in the amount of \$5,327.00. This RENT amount is based on the following calculation:

\$16.50 sq ft * 3,730 regular use space	= \$61,545.00
\$ 4.80 sq ft. * 427 storage room space	= \$ 2,049.60
Negotiated adjustment amount	= \$ 329.40
Annual RENT	\$63,924.00

Monthly RENT \$ 5,327.00

RENT shall be due and payable on the first (1st) day of each month in advance.

- 3.2 Communication of Rent. Notwithstanding the commencement date for this LEASE as set forth in Section 2.1, SCD shall not be responsible for the payment of RENT until the date upon which both the following events have occurred:

a. The LEASES PREMISES have been prepared to the extent SCD can occupy the LEASED PREMISES and carry on intended use as set forth in Section 6.1; and

b. SCCS has received, and provided copies to SCD, all relevant federal, state, and local occupancy, approval and completion permits signifying that the LEASED PREMISES is ready for occupancy and for use in providing outpatient end stage renal disease services.

IV. TAXES AND UTILITIES.

- 4.1 Utilities. SCD shall be responsible for the payment of all utility service used or consumed on the LEASED PREMISES, including electricity, heating, cooling, water, gas, and sewage. SCD shall be responsible for all costs concerning its telephone service and use.
- 4.2 Taxes. During the term of this LEASE, SCD shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of the LEASE may be levied on or assessed against the LEASED PREMISES and all interest therein and all improvements and other property thereon, whether belonging to SCCS or to SCD, for which either of them may become liable in relation thereto.

V. ALTERATIONS AND IMPROVEMENTS.

- 5.1 SCD shall not make any additions or alterations to the LEASED PREMISES without written permission of the SCCS. SCD shall not make any additions or improvements of a permanent nature to the LEASED PREMISES without written permission from the SCCS. Neither party shall withhold permission unreasonably.

VI. USE OF LEASES PREMISES.

- 6.1 Use. SCD shall use the LEASES PREMISES for the operation of a chronic end stage renal dialysis program. SCD covenants that it will not use the LEASED PREMISES for any purpose other than that stated herein except with the prior written approval of SCCS; such approval not to be unreasonably withheld. SCD and its patients shall have full access to SCCS's parking facilities and all public areas adjacent to the LEASED PREMISES.
- 6.2 Waste or Nuisance. SCD shall not commit or suffer to be committed any waste upon the LEASED PREMISES or any nuisance or act or thing which may disturb the quiet enjoyment of any person within a reasonable proximity of the boundaries of the LEASED PREMISES.
- 6.3 Permits. SCCS covenants and agrees to join with SCD in applying for and securing from any governmental authority having jurisdiction thereof any permits or licenses which may be necessary in connection with the operation of the SATELITE or repairs, alterations, or improvements, if any.

VII. MAINTENANCE.

7.1 Cleaning. SCD shall, during the term of this LEASE, keep the LEASED PREMISES in good order by providing housekeeping services on a daily basis each day the LEASED PREMISES is used by SCD.

7.2 Maintenance. SCCS shall maintain the LEASED PREMISES in good order and in repaired condition, including all partitions, doors, windows, fixtures, mechanical equipment and appurtenances thereto, including heating, cooling, plumbing, and electrical failure, and therefore, be responsible for all repairs and maintenance not caused by SCD's negligent or willful acts. In addition, SCCS shall maintain and repair all paved, parking, and landscaped areas on the property and SCD shall provide all lawn care, ice and snow removal, outside lighting fixtures and common areas. Notwithstanding anything to the contrary above, SCD shall be solely responsible for cleaning, maintenance, and repair of the water purification system which is used by SCD in the provision of hemodialysis services under this LEASE and all of SCD's property on LEASED PREMISES.

VIII. LIENS.

8.1 SCD shall keep the LEASED PREMISES free from any liens, including mechanical liens. In the event any lien attaches to the LEASED PREMISES by virtue of an act or failure to act on the part of SCD, SCD has the right to contest, in good faith, the validity of any such lien.

IX. INSURANCE AND INDEMNIFICATION.

9.1 Insurance. SCD shall maintain fire and casualty insurance on its personal property in the LEASED PREMISES. SCD shall also maintain general public liability insurance on the LEASED PREMISES in the amount of \$1,000,000.00. SCD and SCCS shall keep in full force and effect a policy of property damage, fire and extended insurance coverage for its improvements (if in the case of SCD), or for its full replacement building cost (if in the case of SCCS). All such insurance by SCD shall name SCCS as an additional insured and copies shall be lodged with SCCS during the term and any extended term of this lease. All insurance policies shall provide that they can not be cancelled by the insurer without ten (10) days prior notice to SCCS.

9.2 Waiver of Subrogation Rights. It is agreed that neither party to this Lease shall be liable to the other party for any property loss, damage or claims therefore to the extent of the insurance proceeds received for such loss, damage or claims by the other party. This agreement constitutes a waiver of any and all claims for, and a complete release of, all such liability to the extent of said insurance proceeds so received, and a waiver of all rights of subrogation of the insurance carriers under the insurance policies of the respective parties with respect to said claims and liability. In the event that any circumstances arise which result in a conflict between the provisions of this Section 9.2 and the provisions of any other Section hereof, the provisions of this Section 9.2 shall govern and control.

X. ASSIGNMENT AND SUBLETTING.

10.1 Neither party may assign this LEASE without the other party's written consent; such consent shall not be unreasonably withheld. Notwithstanding anything to the contrary set forth immediately above, SCD may assign this lease to any legal entity which is in the business of providing hemodialysis services.

XI. ACCESS TO PREMISES.

11.1 SCCS reserves the right to enter the LEASED PREMISES from time to time at reasonable hours, with reasonable notice, for the purpose of inspecting the same, or for maintenance to the LEASED PREMISES as provided in Section 7.2

XII. DAMAGE TO OR DESTRUCTION OF LEASED PREMISES.

12.1 If the LEASED PREMISES are destroyed in whole or in part by fire or other casualty so as to render them untenable during the term of this LEASE or any extended term, SCCS shall, to the expense of the insurance policy provided in section 9.1, repair or replace or rebuild such LEASED PREMISES with all reasonable speed. During the time of such repairs, replacement or rebuilding is being made; RENT hereunder shall abate to the extent that SCD is deprived of the use of the LEASED PREMISES. If the LEASED PREMISES are destroyed in whole or in part by fire or other casualty so as to render them untenable during the term of this LEASE or during any extended term, and if, by reasonable estimate, the LEASED PREMISES cannot be made tenantable within sixty (60) days of the date of the destruction; this LEASE may terminate on written notice by SCD.

XIII. COVENANT OF QUIET POSSESSION.

- 13.1 SCCS shall, on the commencement date of the term of this LEASE as hereinafter of heretofore set forth, place SCD in quiet possession of the LEASES PREMISES and shall secure SCD in the quiet enjoyment thereof against any and all persons claiming the same during the entire LEASE term, or any extension thereof.

XIV. CONDEMNATION

- 14.1 If during the time of this LEASE or any extension or renewal thereof, all or a part of the LEASED PREMISES should be taken for any public or any quasi-public use under any law, ordinance, or regulation or by right of eminent domain, this LEASE shall terminate and the RENT shall be abated during the unexpired portion of this LEASE, effective as of the date of the taking of said premises by the condemning authority.

XV. BREACH

- 15.1 SCD's Breach. Any of the following events or occurrences shall constitute a breach by SCD under this LEASE.

- a. Failure of SCD to pay any installment of RENT when due, while SCCS is not in default under this LEASE or excluding withholding RENT based on a good faith dispute;
- b. Failure of SCD to perform any covenant, condition, or obligation contained herein; or
- c. Abandonment or vacation of the LEASED PREMISES by SCD.

- 15.2 Notice and Rights to Cure. As a precondition to pursuing any remedy for alleged breach by SCD, SCCS shall give notice of breach to SCD. Each notice of breach shall specify the alleged event of breach. SCD shall promptly and diligently, after the notice is received, begin curing the breach and shall have twenty (20) days after notice is given to complete the cure, plus any additional period that is reasonably required for the curing of the breach. No such acts shall constitute a waiver of breach or any remedy for breach or render SCCS liable for any loss or damage resulting from such act.

In any such event of termination by breach by SCD, Lessor, in addition to all other rights or remedies it may have, shall have the right thereupon or at any time thereafter to terminate this Lease by giving 5 days notice to Lessee and shall have the right after 20 business days following such termination to re-enter and take possession of the Premises, remove all persons and property from the Premises and store such property at Lessee's expense, all without notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.

If Lessor re-enters as above provided, or if it takes possession pursuant to legal proceedings or otherwise, it may either terminate this Lease, or it may, from time to time without terminating this Lease, make such alterations and repairs as it deems advisable to relet the Premises, and relet the Premises or any part thereof for such term or terms (which may extend beyond Lease term) and at such rentals and upon such other terms and conditions as Lessor in its sole discretion deems advisable; upon each such reletting all rentals received by Lessor therefrom shall be applied, first, to any indebtedness other than rent due hereunder from Lessee to Lessor; second, to pay any costs and expenses of reletting, including broker's and attorney's fees and costs of alterations and repairs; third, to rent due hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as it becomes due hereunder.

If rentals received from such reletting during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall immediately pay any such deficiency to Lessor. No re-entry or taking possession of the Premises by Lessor shall be construed as an election to terminate this Lease unless written notice of such termination is given by Lessor.

Notwithstanding any such reletting without termination, Lessor may at any time thereafter terminate this Lease for any prior uncured breach or default. If Lessor terminates this Lease for any uncured breach, in addition to any other remedies it may have, it may recover from Lessee all damages incurred by reason of such breach or default, including all costs of retaking the Premises and its reasonable attorney's fees and costs, all of which shall be immediately due and payable by Lessee to Lessor.

- 15.3 SCCS's Breach. SCCS shall not be considered to be in breach under this LEASE unless SCD has given written notice to SCCS specifying the breach, and SCCS has failed for twenty (20) days to cure the breach. If SCCS is in breach of this LEASE, SCD shall not be required to pay RENT. Once SCCS is no longer in breach, SCS shall once again begin payment of the RENT, and with the RENT permanently abated for the time SCCS was in breach.

XVI. TERMINATION AND SURRENDER.

- 16.1 Termination. This LEASE may be terminated by any of the following events:

- a. Written agreement by both parties to terminate this LEASE.
- b. Upon breach by either parties pursuant to Article XV herein.
- c. Pursuant to Sections 12.1 or 14.1.

- 16.2 Payment after Termination. No receipt of money by SCCS after termination of this LEASE or after giving of any termination notice shall reinstate or continue or extend the term of this LEASE or affect any notice given to SCD prior to the receipt of such money.
- 16.3 Surrender at Termination. Upon termination of this LEASE for any reason, SCD shall be obligated to immediately surrender the LEASED PREMISES to SCCS in as good condition as when this LEASE commenced, reasonable wear and tear excepted. SCD shall surrender all keys for the LEASED PREMISES to SCCS at the place then fixed for the payment of RENT. SCD shall also be obligated to remove its personal property immediately after such termination and pay all damages for such removal.

XVII. MISCELLANEOUS.

- 17.1 Cumulative Remedies. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law and such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.
- 17.2 Entire Agreement. This LEASE sets forth all the covenants, promises, agreements, conditions, and understandings between SCCS and SCD concerning the LEASED PREMISES. The parties agree that there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this LEASE shall be binding upon SCCS or SCD unless reduced to writing and signed by them.
- 17.3 Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performances of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing this LEASE, then performance of such act shall be excused for the period of the delay and the period of any such act shall be extended for a period equivalent to the period of such delay.
- 17.4 Notices. Any notice, demand, request, or other instrument which may be or are required to be given under this LEASE shall be delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested, and shall be addressed to:

SCCS:
SCCS Enterprises, Inc.
101 East North 12th St.
Shelbyville, IL 62565

SCD:
Shelbyville Community Dialysis
410 S. Heinlein Drive
Shelbyville, IL 62565

With a copy to:
Renal Therapies, LLC
800 Roosevelt Rd., STE C-1
Glen Ellyn, IL 60137

Or to such other address or person(s) as either party may designate by notice given in accordance with this Article.

- 17.5 Amendments. No waivers, alterations, or modifications of this LEASE or any agreements in connection therewith shall be valid, unless in writing duly executed by both SCCS and SCD herein.
- 17.6 Partial Invalidity. If any term, covenant, or condition of this LEASE or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this LEASE, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this LEASE shall be valid and be enforced to the fullest extent permitted by Law.
- 17.7 Successors and Assigns. The terms, conditions, and covenants of this LEASE shall be binding upon and shall inure to the benefit of each of the parties hereto, and their successors or assigns pursuant to Article X herein.
- 17.8 Governing Law. This LEASE shall be governed by and construed in accordance with the laws of the State of Illinois.
- 17.9 Interpretation. This LEASE is a result of negotiations between the parties, none of whom have acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this LEASE that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed LEASE or any earlier draft of the same. Unless the context of this LEASE otherwise clearly requires, references to the plural include the singular and the singular, the plural. The words "hereof," "herein," "hereunder," and similar terms in this LEASE refer to this LEASE as a whole and not to any particular provision of this LEASE. The section titles and other headings contained in this LEASE are for reference only and shall not affect in any way the meaning or interpretation of this LEASE.

17.10 Environment Requirements. Lessee agrees to comply with all present and future statutes, laws, ordinances, enactments, rules, regulations, orders, decrees, directives, mandates or other similar requirements of any federal, state or local government, court or public authority prohibiting, regulating or otherwise relating to environmental pollution and environmental control of any kind, including, but not limited to, air pollution, water pollution, noise pollution, solid waste pollution, toxic substances control (Environmental Requirements), including, but not limited to, Environmental Requirements under the Federal Water Pollution Control Act, as amended, the Federal Clean Air Act, as amended, the Resource Conservation and Recovery Act, the Noise Control Act, and the Toxic Substances Control Act, which are applicable to or arise out of or in connection with Lessee's use or occupancy of the Premises. Lessee further agrees to establish or continue a program to assure that all present and future Environmental Requirements shall be monitored and met. Lessee will comply with said Environmental Requirements at its sole cost and expense and will hold harmless, indemnify and defend Lessor from and against any claims, suits, damages, losses, cost and expenses, including reasonable attorney's fees, made against or sustained by Lessor as a result of Lessee's failure to comply with any Environmental Requirements pertaining to Lessee's use of the Premises. This Section 17.10 shall survive any termination or expiration of the term of this Lease. Notwithstanding anything to the contrary herein, Lessor agrees to be responsible for any environmental problems created by Lessor on the Leased Premises.

IN WITNESS WHEREOF, the parties hereto have executed this LEASE in multiple originals on the last date written below.

SCCS:

SCCS Enterprises, Inc.
101 East North 12th St.
Shelbyville, IL 62565

By: [Signature]

By: [Signature]

Date: 5-1-08

SCD:

Shelbyville Community Dialysis
410 S. Heinlein Drive
Shelbyville, IL 62565

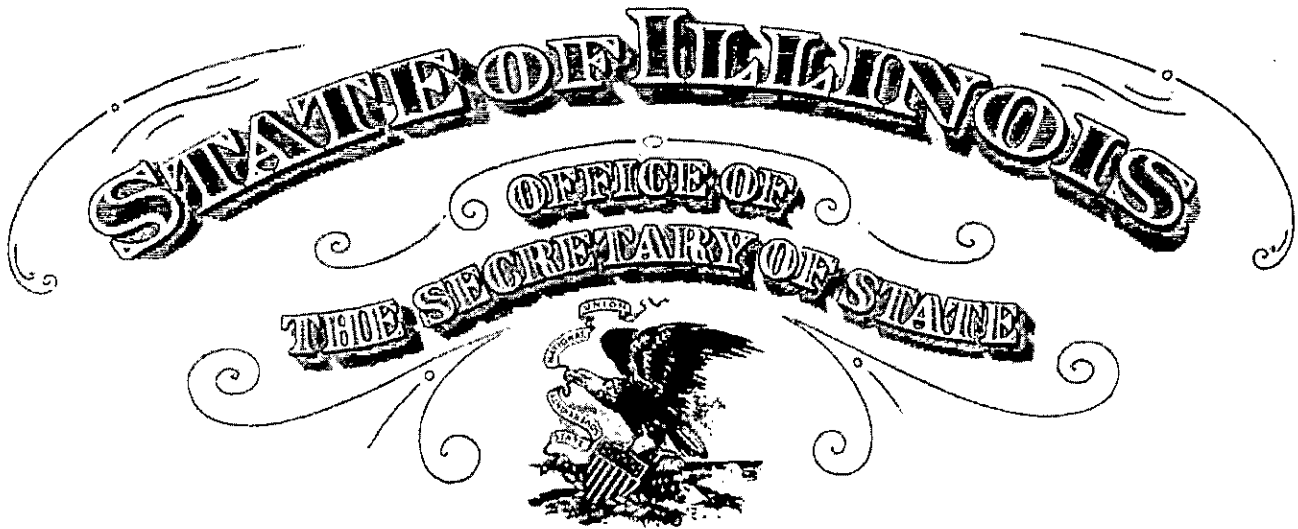
By: [Signature]

Name/Title: Curt Anliker
LLC Member Rep.

Date: 5-1-08

Section I, Identification, General Information, and Certification
Operating Identity/Licensee

Renal Therapies, LLC is currently the approved operating entity for the Shelbyville Community Dialysis facility. Following the transaction Dialyze Direct IL, LLC will be the operating entity for the facility. The Illinois Certificate of Good Standing for Dialyze Direct IL, LLC is attached at Attachment – 3.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

DIALYZE DIRECT IL, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON SEPTEMBER 29, 2017, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 26TH
day of SEPTEMBER A.D. 2018 .***

Jesse White

SECRETARY OF STATE

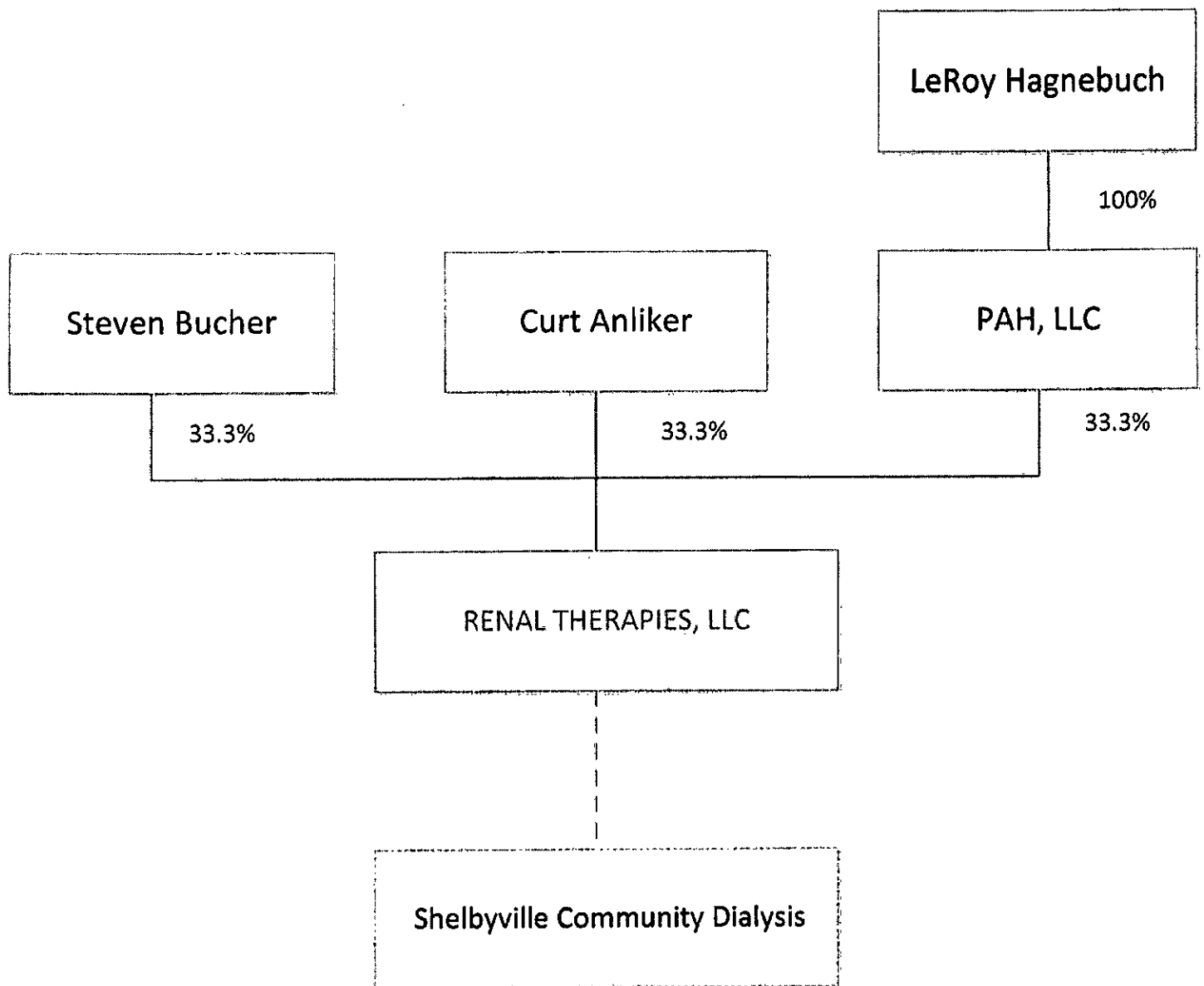
Authentication #: 1826900456 verifiable until 09/26/2019

Authenticate at: <http://www.cyberdriveillinois.com>

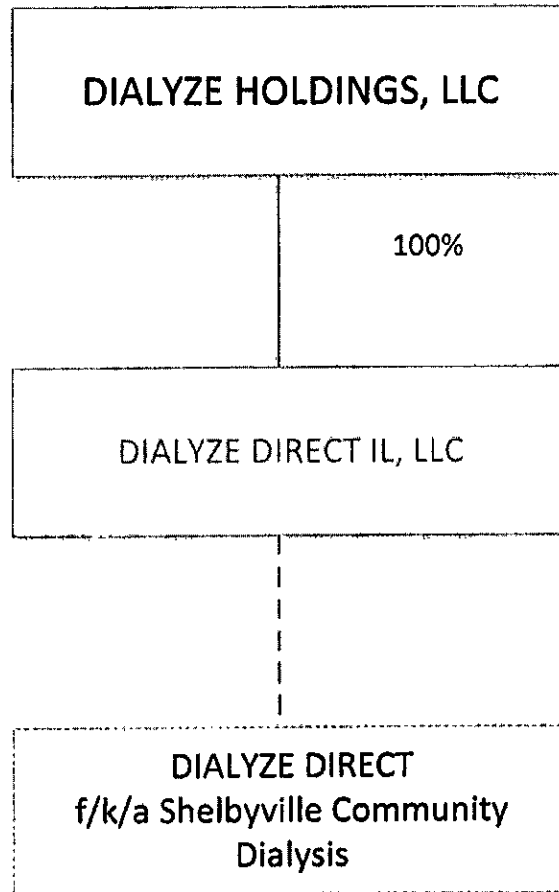
Section I, Identification, General Information, and Certification
Organizational Relationships

The organizational chart showing the current ownership structure of Dialyze Direct, along with the post-closing ownership structure is enclosed at Attachment – 4.

CURRENT ORGANIZATIONAL STRUCTURE



POST-CLOSING ORGANIZATIONAL
STRUCTURE



Section III, Project Purpose, Background and Alternatives – Information Requirements
Criterion 1110.230(b), Project Purpose, Background and Alternatives

Background of Applicant

- 1. A listing of all health care facilities owned or operated by the Applicant, including licensing, and certificates, if applicable.**

There are no other facilities owned or operated by Applicant.

- 2. A certified listing of any adverse action taken against any facility owned and/or operated by the Applicant during the three years prior to the filing of the application.**

By their signature on the Certification page to this application, the Applicant attests that no adverse action has been taken by IDPH, CMS, or any other State or Federal Agency against any facility owned and/or operated by them during the three years prior to the filing of this application.

- 3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including but not limited to: official records of DPH or other State Agencies; the licensing or certification records of other states, when applicable; and the records of national recognized accreditation organizations.**

By their signature on the Certification page to this application, the Applicant authorizes the HFSRB and IDPH to access any documents necessary to verify the information submitted, including but limited to: (i) official records of DPH or other State Agencies; (ii) the licensing or certification records of other states, when applicable; (iii) the records of national recognized accreditation organizations.

Section V, Change of Ownership

Criterion 1130.520 Requirements for Exemptions Involving the Change of Ownership of a Health Care Facility

Applicable Review Criteria – CHOW

1. 1130.520 (b)(1)(A)- Names of the parties

The Applicant is Dialyze Direct IL, LLC.

2. 1130.520(b)(1)(B) – Background of the parties

By their signature to the Certification page of this application, the Applicant attests that the applicant is fit, willing, able and has the qualifications, background and character to adequately provide a proper standard of health service for the community.

By their signature to the Certification page of this application, the Applicant attests that no adverse action has been taken against the applicant by the federal government, licensing or certifying bodies, or any other agency of the State of Illinois against any health care facilities owned or operated by the applicant, directly or indirectly, within three years preceding the filing of the application.

3. 1130.520(b)(1)(C) – Structure of the transaction

Renal Therapies, LLC is currently the approved operating entity of Shelbyville Community Dialysis. Following the transaction, Dialyze Direct IL, LLC will be the operating entity for the facility. Dialyze Holdings, LLC has 100% ownership interest in Dialyze Direct IL, LLC.

4. 1130.520(b)(1)(D) – Name of Licensed Entity after Transaction

Dialyze Direct IL, LLC will be the certified operating entity for the facility following the transaction.

5. 1130.520(b)(1)(E) – List of ownership or membership interests in such licensed or certified entity both prior to and after transaction, including a description of the applicant's organizational structure with a listing of controlling or subsidiary persons

An organizational structure of the current owner, as well as the post-closing organizational structure of the proposed applicants are attached at Attachment - 4.

6. 1130.520(b)(1)(F) – Fair market value of assets to be transferred

The fair market value of the transferred assets is \$600,000.

7. 1130.520(b)(1)(G) – Purchase price or other forms of consideration to be provided

\$600,000

8. 1130.520(b)(2) – Affirmations

In accordance with 77 Ill. Adm. Code §1130.520, Applicant affirms that any project for which permits have been issued have been completed, or will be completed, or altered in accordance with the provision of this section.

9. **1130.520(b)(2) – If ownership change is for hospital, affirmation that the facility will not adopt a more restrictive charity care policy that the policy that was in effect one year prior to the transaction. The hospital must provide affirmation that the compliant charity care policy will remain in effect for a two-year period following the change of ownership transaction.**

Not applicable.

10. **1130.520(b)(2), A statement as to the anticipated benefits of the proposed changes in ownership to the community**

The purpose of the proposed acquisition of Shelbyville Community Dialysis is to ensure ESRD patients in Shelbyville, Illinois have continued access to life sustaining dialysis services. The proposed changes in ownership will result in improvements in patient outcomes and reductions in costs for all stakeholders involved as a result of Applicant's patient-centric staff-assisted home hemodialysis model.

11. **1130.520(b)(2) The anticipated or potential cost savings, if any, that will result for the community and the facility because of the change of ownership**

Applicant maintains preliminary data that it reduces hospitalizations and re-hospitalizations by 60% as a direct result of its staff-assisted home hemodialysis model, resulting in significant cost savings for payors.

12. **1130.520(b)(2) – A description of the facilities quality improvement program mechanism that will be utilized to assure quality control**

The Applicant intend to utilize Dialyze Direct's established quality control mechanisms. On a monthly basis, Applicant's leadership meets for a quality assurance and performance improvement ("QAPI") meeting for purposes of maintain and improving safety and quality of care. In addition, the Applicant invites various nursing home client representatives to participate in its monthly QAPI meeting to enhance the level of coordination of care and ensure that all parties are staying abreast on patient status, outcomes, and quality of life.

13. **1130.520(b)(2) – A description of the selection process that the acquiring entity will use to select the facilities governing body**

The Applicant will designate the facility's Medical Director, Nurse Manager, Administrator, and a member from Applicant's corporate team to serve on the facility's governing body. Each facility governing body member must have necessary experience in home hemodialysis in compliance with state and federal law.

14. **1130.520(b)(2) – Statement that the applicant has prepared a written response addressing the review criteria contained in 77 Ill. Adm. Code 1110.240 and that the response is available for public review on the premises of the health care facility**

The Applicants have or will prepare a written statement response address the review criteria contained in 77 Ill. Adm. Code 1110.240 that will be available for public review at the facility.

15. **1130.520(b)(2) – A description or summary of any proposed changes to the scope of service or levels of care currently provided at the facility that are anticipated to occur within 24 months after acquisition**

There are no proposed changes to the scope of services or levels of care that were planned to be provided at the facility that are anticipated to occur within twenty-four months after the acquisition.

Section X, Charity Care Information

Dialyze Direct is a young company (founded in 2015), and is currently working on developing a charity care policy. Therefore, Dialyze Direct does not have charity care data to report.

After paginating the entire completed application indicate, in the chart below, the page numbers for the included attachments:

INDEX OF ATTACHMENTS			
ATTACHMENT NO.			PAGES
1	Applicant Identification including Certificate of Good Standing		15-16
2	Site Ownership		17-28
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.		29-30
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.		31-33
5	Background of the Applicant		34
6	Change of Ownership		35-36
7	Charity Care Information		37